BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2019-167-T - ORDER NO. 2019-565

SEPTEMBER 3, 2019

IN RE: Application of Carolina Movers, LLC d/b/a) ORDER APPROVING Smooth Move to Amend Tariff) AMENDED TARIFF

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of Carolina Movers, LLC d/b/a Smooth Move ("Carolina Movers," "Applicant" or "Company") to amend the Company's current tariff. Carolina Movers presently holds a Class E HHG Certificate of Public Convenience and Necessity (Certificate No. 9823) to transport household goods in South Carolina pursuant to the authority granted by this Commission.¹

Upon receipt of the Application, the Commission's Clerk's Office instructed Carolina Movers to publish, one time, a Notice of Filing in newspapers of general circulation in the affected areas of the state. The purpose of the Notice of Filing was to inform interested parties of the Company's Application and of the manner and time in which to file the appropriate pleadings for participation in the proceeding. The Company complied with this instruction and provided the Commission with proof of publication of the Notice of Filing. No protests or petitions to intervene were received.

By its Application, Carolina Movers seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company's current tariff.

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¹ See Order No. 2016-216 issued in Docket No. 2015-407-T.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and submitted its findings to the Commission on August 13, 2019. ORS's Impact Study revealed that Carolina Movers was in compliance with the Commission's rules and regulations at its compliance review on July 19, 2019. Furthermore, ORS advises that Carolina Movers is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by Carolina Movers to the South Carolina Tariff Bureau's (SCTB) rates, it appears that some of the rates are above the SCTB rates while others are below, where a comparison rate is available. Although certain of the proposed rates are above the SCTB rates, we note that no other parties have filed in opposition to the rates proposed by the Company.

Having considered the Application, the lack of opposition, and the results of the ORS impact study, we conclude that the amended tariff proposed by Carolina Movers is just and reasonable for the Company and its customers and is in the public interest. Accordingly, the Company's Application to amend its current tariff should be approved.

IT IS THEREFORE ORDERED THAT:

1. The Application of Carolina Movers, LLC d/b/a Smooth Move to amend its tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit 1.

2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

Comer H. Randall, Chairman

Justin J. Williams, Vice Chairman

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REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO

CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE

STATE OF SOUTH CAROLINA

PROPOSED DATE: May 1st, 2019

EFFECTIVE DATE: Upon Approval

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by SMOOTH MOVE. These services are furnished between points and places within the state of South Carolina.

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SECTION 1

1.0 Trucks & Travel Charges

All moves are subject to a daily 1-hour travel charge that is billed at the applicable hourly rate corresponding to the number of movers on the job. This charge includes the use of the moving truck(s), moving equipment, shrink wrap and moving blankets. Moves with 3 or fewer men include the use of one moving truck, whereas, moves with more than 3 men include the use of two moving trucks. If any move shall require the use of additional moving truck(s) and/or box trailer(s), there will be an additional charge added of \$125.00 per truck, or \$85.00 per box trailer, per every day that it is used.

1.0.1 Excess Mileage Charges

All moves that begin and/or end at a location that is over 35 miles from our location will incur an additional charge of \$3.00 per mile, per truck/box trailer.

1.1 Hourly Rates and Charges for Regulated Moving Services

Labor time will be billed in 15-minute increments with a 2-hour labor minimum charge, plus the 1-hour travel charge defined in Section 1.0 Trucks & Travel Charges. For moves with less than 35 miles between the starting and ending location, the clock will start at the appropriate hourly rate when the movers arrive, and billable time will be incurred until the move is completed. Any interim charge is rounded to the closest 15-minute increment. For moves with more than 35 miles between the starting and ending location, we charge the hourly rate during the load up and unload portion of the move only and the exact round-trip mileage will be billed at \$3.00 per mile for the entirety of the move. If a customer cancels within 48 hours of their scheduled move, SMOOTH MOVE reserves the right to charge the applicable 2-hour labor minimum, plus the 1-hour travel charge. Any moves that take place on a Federal Holiday will be subject to a 4-hour labor minimum charge, plus the 1-hour travel charge.

1.1.1 Hourly Rates

Hourly moving rates are based on Peak and Off-Peak seasons, as well as Weekdays and Weekends. Peak rates are only applicable in a calendar year during the period from Memorial Day to Labor Day. Peak/Weekend rates shall also apply to all federal holidays. Weekend rates apply to moves occurring on a Friday, Saturday or Sunday, whereas Weekday rates apply to moves taking place Monday through Thursday. Rates displayed on the following page are hourly rates for moving services in US Dollars.

	OFF-PEAK		PEAK	
	<u>Weekday</u>	Weekend	Weekday	Weekend
2 men	109	<mark>114</mark>	114	119
3 men	134	<mark>139</mark>	139	144
Extra Men	35	35	35	35

1.2 **Packing Services**

When packing services are performed as an independent job, or on a separate day than a moving service, we will bill under the same guidelines set forth for moving services which includes a 2-Hour minimum plus applicable travel fee. On all packing services, we do work under a \$300.00 total minimum. Hourly rates for packing services remain the same every day in a calendar year. As on all provided services, a 4hour minimum labor charge, plus applicable travel fee, will apply on all Federal Holidays.

Packing Labor

\$45.00 per man/per hour + \$25 travel fee per man (\$300 minimum)

1.3 **Packing Material**

Boxes and packing material may be purchased directly from SMOOTH MOVE at market price or the Shipper may choose to provide their own material to be used for packing their belongings. Buying boxes and packing material from SMOOTH MOVE is not a requirement for using our packing services.

1.4 **Overnight Storage**

Overnight storage or Storage-In-Transit (S.I.T.) will be charged as a per truck, per night fee. This fee is \$125.00 per night of overnight storage on a moving truck and \$85.00 per night of storage on a box trailer.

SECTION 2

2.0 **Extra Charges**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

The Bulky Article Charges below apply in addition to normal labor rates and other charges for transportation. If the transport of any bulky item requires the use of another truck or box trailer, an additional charge will be added plus the applicable travel fees.

	<u>ITEM</u>	<u>Fee</u>		
•	Riding Lawnmower/Golf Cart	\$150		
•	Steel Gun Cabinet (250lbs to 400lbs)	\$150		
•	Steel Gun Cabinet (over 400lbs)	\$300		
•	Grandfather Clock	\$100		
•	Upright Piano	\$150		
•	Ceramic Grill	\$200		
•	Stainless Steel Appliances*	\$250		
	*Refrigerators, Upright Freezers, Washing Machines, Dryers, Dishwashers, Stoves/Ovens			

2.2 Elevator or Stair Carry

SMOOTH MOVE does not charge an additional fee for elevator or stair carry. Normal hourly rates will apply.

2.3 Additional Pick-Up and Delivery Stops

SMOOTH MOVE does not charge an additional fee for making additional pick-ups or deliveries, after the initial stop, as part of a larger move. These stops will be billed at the applicable hourly rate.

2.4 Exclusion for Certain Items

SMOOTH MOVE will not be responsible for moving slate pool tables, hot tubs, tanning beds, whirlpools, trampolines, swing/playsets and baby grand pianos.

2.5 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of SMOOTH MOVE. Such delays include but are not limited to delays caused by traffic, weather, bridge/road closures or malfunction, customer tardiness, etc. Should these circumstances require the move to be rescheduled, an additional hour of travel time will apply.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. A claim form will be provided that is to be completed by the customer.
- **3.1.2** Claimant must immediately notify carrier of all claims for concealed damage. SMOOTH MOVE must be given reasonable opportunity to inspect damaged items in original packing.
- 3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. Basic Value Protection is included standard with all moving services. This level of protection is minimal and often inadequate as it provides a released value of \$0.60 per pound per article if items are lost, destroyed or damaged. For example, under this coverage, the mover would only be required to pay \$24.00 for a broken flat screen television weighing 40 pounds.

SMOOTH MOVE is not responsible for damaged items that were packed by the Shipper. Boxes containing fragile or breakable items must be properly labeled. SMOOTH MOVE reserves the right to decline moving any item(s) consisting of extremely large, valuable or fragile items.

If damages are caused by our service, SMOOTH MOVE reserves the right to repair the damage(s) in question or pay the claim at the Basic Value Coverage amount. If there is damage, notify SMOOTH MOVE immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full.

SMOOTH MOVE does not provide or sell insurance or Replacement Value coverage. Additional insurance coverage may be purchased solely at the option of the Shipper through a 3rd party provider that has no affiliation with SMOOTH MOVE. We do not attest to their services nor guarantee their company on the amount or ability to pay claims.

3.2 Computing Charges

SMOOTH MOVE labor rates are computed by multiplying the applicable hourly rate by the labor time, as provided in Section 1.

3.3 Governing Publications

SMOOTH MOVE rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

SMOOTH MOVE does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. SMOOTH MOVE will not accept responsibility for safe delivery of such articles if they come into SMOOTH MOVE's possession with or without SMOOTH MOVE's knowledge. Items of extraordinary or unique value such as artwork, statues, antiques, clocks, pianos, electronics, etc. are subject to the Basic Value Coverage described in Section 3.1.3 which generally will be inadequate protection. Third party coverage should be purchased to cover these items, or the Shipper should select a qualified mover that sells additional insurance.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of SMOOTH MOVE's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

SMOOTH MOVE shall not be liable for any damages, delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

3.7 Water/Gas Line Connections

SMOOTH MOVE is not responsible for connection or disconnection of any water or gas lines typically associated with certain household appliances that may be included in a move such as washing machines, dryers, refrigerators, freezers, ice makers, stoves, etc. SMOOTH MOVE shall not be liable for any damages caused to personal or real property resulting from flood, water leaks, or fire of any cause or nature. These connections should be made by certified electrician or plumber.